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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

ZEE APPAREL INC. d/b/a SHOP UNDER,) Case No. 3:16-cv-00755-HSG
 a corporation incorporated under the laws of)
 the Province of Quebec, Canada)

STIPULATION AND ORDER

Plaintiff/Counterdefendant)
 v.)

THE REALREAL, INC.,)
 a Delaware corporation,)

Defendant/Counterclaimant)

STIPULATION

Plaintiff/Counterdefendant Zee Apparel Inc. d/b/a Shop Under (“Zee Apparel”) and Defendant/Counterclaimant The RealReal, Inc. (“The RealReal”) (together, the “Parties”), having met, conferred, and agreed to resolve their dispute upon execution of a separate Settlement Agreement and Release, as a term of such settlement respectfully stipulate to the following by and through their counsel of record:

1. On or about February 12, 2016, Zee Apparel filed a Complaint in the above-entitled action against The RealReal demanding, among other things, the return of goods consigned to The RealReal. Zee Apparel’s Complaint asserted claims for breach of contract and conversion.
2. On March 14, 2016, The RealReal filed an Answer and Counterclaims, refusing to return the goods and asserting counterclaims for breach of contract, breach of the implied covenant of good faith and fair dealing, and declaratory relief under 28 U.S.C. § 2201.
3. On or about January 6, 2017, the Parties entered into a separate Settlement Agreement and Release to resolve this Action.

Pursuant to the Parties’ Settlement Agreement and Release, the Parties stipulate to entry of a judgment in favor of The RealReal on Zee Apparel’s claims, an order that Zee Apparel shall take nothing by this action, and an order that all remaining counterclaims are dismissed, with prejudice.

Dated: January 9, 2017

Respectfully submitted,

By: /s/ Hal M. Lucas

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By: /s/ Michael J. Bettinger

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ORDER

THE COURT HEREBY ORDERS AS FOLLOWS:

1. Judgment is hereby entered in favor of The RealReal on Zee Apparel's claims, and Zee Apparel shall take nothing by this action.
2. All remaining counterclaims are dismissed with prejudice.

IT IS SO ORDERED.

Dated: 1/11/2017



THE HONORABLE HAYWOODS. GILLIAM, JR.
United States District Court Judge

FILER'S ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), the filer of this document attests that concurrence in the filing of this document has been obtained from the other signatory above.

Dated: January 9, 2017

SIDLEY AUSTIN LLP

By: /s/ Michael J. Bettinger

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Attorney for Defendant

THE REALREAL, INC.